

Exhibit B

Arthur L. Schwertz Deposition Excerpts

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION

MAGNOLIA ISLAND	CIVIL ACTION NO.:
PLANTATION, LLC.,	5:18-CV-1526
ET AL,	
	DISTRICT JUDGE
	S. MAURICE HICKS
VERSUS	
	MAGISTRATE JUDGE
	KAYLA D. MCCLUSKY
LUCKY FAMILY, LLC,	
ET AL.	

ORAL DEPOSITION OF

ARTHUR L. SCHWERTZ, MAI

TAKEN FOR AND ON BEHALF OF W.A. LUCKY, III
AT THE OFFICES LOCATED AT:

VALBRIDGE PROPERTY ADVISORS
2030 DICKORY AVENUE, SUITE 200
NEW ORLEANS, LOUISIANA 70123

TAKEN ON WEDNESDAY, OCTOBER 5, 2022
BEGINNING AT 10:00 A.M.
REPORTED BY PAMELA M. MacDOWELL, CCR

1 A P P E A R A N C E S

2 ON BEHALF OF W.A. LUCKY, III:

3 CURTIS R. SHELTON, ESQ.
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5 1400 REGIONS TOWER
6 333 TEXAS STREET
7 SHREVEPORT, LOUISIANA 71101
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10 ON BEHALF OF LUCKY FAMILY, LLC:

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13 401 MARKET STREET, SUITE 1250
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16 ajones@dhw-law.com

17 ON BEHALF OF BOSSIER CITY SHERIFF'S OFFICE:

18 JACOB P. WILLIAMS, ESQ.
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21 SHREVEPORT, LOUISIANA 71101
22 (318) 383-6412
23 jwilliams@langleyparks.com

24 ON BEHALF OF MAGNOLIA ISLAND PLANTATION, LLC, ET
25 AL:

26 JAMES DAVIS POWELL, ESQ.
27 DAVIDSON SUMMERS, APLC
28 330 MARSHALL STREET, SUITE 1114
29 SHREVEPORT, LOUISIANA 71101
30 (318) 424-4342
31 dpowell@davidsonsummers.com

1 WHEREUPON,
2 ARTHUR L. SCHWERTZ, MAI,
3 the witness named in the foregoing stipulation,
4 after having first been duly sworn, was examined
5 and testified as follows:

6 E X A M I N A T I O N

7 BY MR. SHELTON:

8 Q Mr. Schwertz, hi, I'm Curtis Shelton. I
9 represent Mr. W.A. Lucky, III, in this
10 lawsuit.

11 A Okay.

12 Q And I've got here, first, which I'll mark as
13 1, a copy of what is your opinion that you
14 provided in this case. Would you confirm
15 with me that that is what it is?

16 (THE DOCUMENT WAS MARKED FOR
17 IDENTIFICATION AND ENTERED INTO THE RECORD
18 AS EXHIBIT NUMBER 1.)

19 A (Perusing.) It appears to be the entirety
20 of it.

21 Q Okay. Go ahead and hang on to it because we
22 will probably refer to it some.

23 And does it contain a complete statement
24 of all the opinions that you intend to
25 express in this lawsuit?

1 that promissory note?

2 A I was not asked to provide an opinion as to
3 Mr. Dean, Mr. Lacour -- what was the third
4 one?

5 Q Mr. Garland.

6 A Yeah. I didn't even really look at their
7 qualifications because I was not asked to
8 provide an opinion of value or a comment on
9 whether their opinion was correct.

10 Q Okay.

11 A I was simply asked to do -- to opine on
12 whether correct procedures were followed in
13 obtaining the appraiser -- a third
14 appraiser.

15 Q So I guess another way of saying that is you
16 don't have any opinion on their
17 qualifications and ability to appraise a
18 promissory note?

19 A As of this date, no, I do not because I have
20 not been asked to review their
21 qualifications.

22 Q Okay. Well, do you know whether a certified
23 valuation analyst is qualified to value a
24 promissory note?

25 A In theory they are.

1 Code of Professional Conduct.

2 A Uh-huh.

3 Q Paragraph 14 there, second line, you quote
4 that standard saying (as read:) "Objectivity
5 is a state of mind." Okay?

6 A Okay.

7 Q Do you agree with that or disagree with
8 that?

9 A In regards to this, yes.

10 Q Okay. So would you agree with me -- would
11 you tell me of some instance in which
12 objectivity is not a state of mind then?

13 A It's essentially when the facts are being
14 narrowed. You don't have a choice as to
15 whether you're objective or not because
16 you've been given too little information or
17 only one side of the information.

18 Q Okay. That might tell me whether or not you
19 are being objective, but it doesn't change,
20 in my thinking, and you can correct me if
21 I'm wrong, okay, that objectivity is a state
22 of mind. Now whether you can be in the
23 state of mind of objectivity or not is a
24 different matter that may depend upon the
25 information that you're either given or

1 restriction I would say it would behoove the
2 reader of this report to go out and verify
3 if there's no additional facts that this
4 person could have provided.

5 Q Okay. But you would still nevertheless
6 stand behind your opinion, right?

7 A With the caveats that I've outlined, yes.

8 Q Okay. Okay, I got you. Have you had any
9 specific training or gone to any seminars
10 concerning sheriff sales or collections of
11 judgements?

12 A I have only done work for various sheriff
13 departments.

14 Q Okay. But you've never been to any kind of
15 training or seminar on that?

16 A Rephrase the question. Seminar as to what?

17 Q As to the process of sheriff sales or the
18 process of collections of judgments?

19 A No, I have not.

20 Q Okay. Looking at your opinion, Exhibit 1,
21 on the second page --

22 A Okay.

23 Q -- okay. I think you said basically kind of
24 four things in here, or expressed four
25 different opinions. You sort of number the

1 their appraiser for them.

2 Q I see. Now, do you know whether or not Ms.
3 Lollar's counsel, her attorneys in this
4 lawsuit, were aware that Mr. Lacour was
5 doing and submitting an appraisal?

6 A At the time they were done, no. I had no
7 idea.

8 Q Okay. If I told you that they did, though,
9 because they filed a pleading trying to get
10 an injunction to stop the sheriff's sale --
11 okay, just assume that fact for a moment,
12 okay?

13 A Okay.

14 Q All right. If her attorneys knew about
15 that, could her attorneys have reached out
16 to Mr. Lacour?

17 A I would think so.

18 Q Do you know whether they did?

19 A I have no clue.

20 Q Okay. Do you think they should have?

21 A That is an opinion for attorneys to decide
22 among themselves.

23 Q Okay. All right. Well, it seems to me that
24 you think that somebody should have reached
25 out to Mr. Lacour on behalf of Ms. Lollar,

1 A Yes, that's the term.

2 Q That's what you're saying by "length,"
3 right?

4 A Length is the term. The terms of the loan
5 are how long they have to repay it, what's
6 the interest rate, are the payments monthly
7 or annual.

8 Q Okay. Anything else about the promissory
9 note that you would think would be relevant
10 to the appraisal?

11 A And what would happen if they defaulted on
12 it.

13 Q Okay. Okay. Do you see anything about this
14 promissory note that you think is atypical?

15 A No.

16 Q Okay.

17 A But I did not do an appraisal of the
18 promissory note, nor have I ever appraised a
19 promissory note.

20 Q Okay. And you don't intend to?

21 A No.

22 Q I'm saving yours. Would you -- if you knew
23 the amount of the promissory note and the
24 terms that you described -- the interest
25 rate, the date due, you now, how long it was

1 A Yes.

2 Q -- looked at the note, right?

3 A Yes.

4 Q Okay. Do you know of any law or standard
5 that says that a sheriff is obligated to
6 seek out the names of appraisers from both
7 sides before they appoint a third-party
8 appraiser -- a third appraiser?

9 A I don't know law. I just know the way the
10 local sheriffs in South Louisiana that I
11 have worked with have done it.

12 Q Okay.

13 A That's why it's in my experience.

14 Q How many different sheriffs have you worked
15 with?

16 A Probably six.

17 Q Okay. Any in North Louisiana?

18 A No.

19 Q Okay. Have you ever been to any meeting of
20 the Louisiana Sheriff's Association?

21 A No.

22 Q No conferences or seminars --

23 A No.

24 Q -- conducted with the Louisiana Sheriff's
25 Seminar?

1 A No.

2 Q Okay. Now, you said in this -- your opinion
3 here, you said, (as read:) "Third, while it
4 is not uncommon for parties in limit --
5 litigation to try and present their side of
6 a case to an appraiser in a favorable light,
7 the appraiser should insist that both sides
8 are given an opportunity to present their
9 case."

10 A Yes.

11 Q Okay. So do you believe that when there's a
12 third appraiser that the third appraiser is
13 conducting a trial of a case?

14 A No.

15 Q Okay.

16 A He's trying to cut -- the third appraiser is
17 trying to conduct a fair and impartial
18 valuation.

19 Q Okay.

20 A If you only get one side of the story you
21 tend to run the risk of being slanted.

22 Q Okay. So you're saying that you tend to run
23 the risk of not being objective?

24 A You tend to run that risk, yes.

25 Q Okay.

1 Q Okay. All right. Let's look at the next
2 paragraph. (As read:) "I'm sending you two
3 documents with this letter to illustrate the
4 process. The first is titled 'Oath of
5 Appraiser.' If you are appointed you will
6 need to execute that before a notary and get
7 the original to the sheriff by the appraisal
8 deadline."

9 A Yes.

10 Q Again, if he's appointed, he's going to have
11 to take an oath?

12 A Yes.

13 Q Right? You've done that before?

14 A Yes.

15 Q Okay. You would take that oath seriously?

16 A I would, yes.

17 Q Okay. And you have no reason to suggest
18 that Mr. Lacour would not?

19 A I don't know Mr. Lacour one way or --

20 Q Right.

21 A -- the other to make a comment on that.

22 Q Okay. You're not qualified to make a
23 statement as to his state of mind?

24 A His state of mind, whether he's an honest
25 individual or a crook that sells river boat

1 licenses, I have no idea one way or the
2 other.

3 Q Yeah. You have no ability to opine as to
4 that?

5 A No.

6 Q Okay. Then it says, (as read:) "The second
7 document is the appraisal sheet that you
8 will sign and provide to the sheriff's
9 office. As you can see, what are required
10 are a signature and a figure for the
11 appraised value. That is all the detail the
12 sheriff will require." Okay. Is that
13 consistent with what your knowledge of the
14 sheriff's sale process is?

15 A Some of the parishes only use an
16 appraisement sheet. Most parishes that I've
17 -- sheriff's office that I've done work for,
18 they'll attach that to the outside of the
19 actual -- an actual report.

20 Q But they don't have to have a report?

21 A I don't know because I don't know the
22 statute, but --

23 Q Okay.

24 A -- I'm assuming that is correct.

25 Q Okay. Now we go into the background, okay?

1 to consider, right?

2 A No, because I was asked -- I'm not
3 testifying to the valuation. I'm testifying
4 to whether correct procedures were followed
5 in selecting the third-party appraisal and
6 third-party appraiser.

7 Q I got you.

8 A Not on either of the other two appraisers.

9 Q And Exhibit 8 is the White Hall Advisers
10 letter -- I guess appraisal letter.

11 (THE DOCUMENT WAS MARKED FOR
12 IDENTIFICATION AND ENTERED INTO THE
13 RECORD AS EXHIBIT NUMBER 8.)

14 BY MR. SHELTON:

15 Q Do you see that? Have you seen that before?

16 MR. POWELL:

17 I think -- not to answer for him,
18 but I think that was --

19 THE WITNESS:

20 Dean?

21 BY MR. SHELTON:

22 Q Yeah, I'm sorry. I said Mr. Dean. That's
23 Mr. Lacour.

24 A White Hall Advisers?

25 Q Right.

1 the promissory note was involved in the
2 litigation, maybe.

3 Q Okay. And then it says, (as read:) "The
4 value for such an asset may be lower than
5 the value of the same asset unencumbered
6 with these complications depending on the
7 specific facts and circumstances of the
8 situations." Do you agree with that
9 statement by Mr. Dean?

10 A I'm not going to testify to the valuation
11 method used for a promissory note because
12 I've never done one. I'm not an expert --

13 Q I didn't ask you about that. I just asked
14 you if you agreed with the statement or not.

15 A You're asking me if I agree with what will
16 affect the value. I have not done a
17 valuation of a promissory note, so I can't
18 tell you whether it's going to affect a
19 promissory note or not.

20 Q I got you. What you're really saying is my
21 answer is, I don't know? No opinion?

22 A No opinion, yeah.

23 Q Thank you.

24 A I know lots of stuff.

25 Q And then he says, (as read:) "Accordingly,

1 Q Yeah. And they ask for tax returns because
2 if somebody states their income on a tax
3 return, you can be pretty sure they've got
4 at least that much income because most
5 people don't voluntarily overstate their
6 income --

7 A Correct.

8 Q -- and pay more taxes than they should,
9 right?

10 A That's the general assumption, yes.

11 Q Yeah, I mean --

12 A I mean, you might be Bill Gates and want to
13 help pay off the debt. I don't know.

14 Q Yeah, I got you. All right. Do you know,
15 and you may not know, or do you have any
16 opinion of whether the valuation method
17 applied by Mr. Dean and Mr. Lacour were
18 different?

19 A I have not looked into the valuation methods
20 of either.

21 Q Okay.

22 A Because, once again, I'm not concerned with
23 the valuation.

24 Q And you can't opine that either one of
25 them's valuation method was an improper

1 method?

2 A I can neither opine if they were proper or
3 not proper.

4 Q Okay. And your opinion as set forth in
5 Exhibit 1, and I've kind of broken it down
6 as, I guess, four different opinions in a
7 way because you say, "first," "second,"
8 "third" and then "finally."

9 A Yes.

10 Q Okay. So I kind of think that as four
11 different opinions than one opinion.

12 A It's four tenets of the same opinion.

13 Q Okay. So your four tenets of your opinion,
14 or your opinion as a whole, okay, you would
15 say would not be of an opinion that if Mr.
16 Dean, or if Mr. Garland, or Mr. Lacour had
17 done anything different that the numbers
18 that came out in their appraisal would have
19 been any different?

20 A I'm sorry.

21 Q Okay.

22 A Can you say that one more time?

23 Q Well, let's just --

24 A Break it into appraiser speak for me.

25 Q In appraiser speak. Is there anything in

1 your opinion concerning Mr. Lacour's actions
2 that you can say, yes, if he would have done
3 X different then his number would have been
4 a different number than he wrote down on the
5 appraisement sheet?

6 A No.

7 Q Okay. You can't say that there's any
8 difference whatsoever in what would have,
9 could have, or should have been?

10 A No. All I am testifying in my opinion is
11 whether I believe the sheriff's office
12 followed the correct procedure in -- or the
13 standard of conduct in securing a third-
14 party impartial appraiser.

15 Q I got you.

16 MR. SHELTON:

17 So the good new is, at 11:52 I'm
18 finished. Thanks so much.

19 THE WITNESS:

20 Next.

21 MS. JONES:

22 I have just a few questions.

23 EXAMINATION BY MS. JONES:

24 Q As I understand your testimony, it's your
25 testimony that --

1 R E P O R T E R ' S P A G E

2 I, Pamela M. MacDowell, Certified Court
3 Reporter, in and for the State of Louisiana, the
4 officer, as defined in Rule 28 of the Federal Rules
5 of Civil Procedure and/or Article 1434(b) of the
6 Louisiana Code of Civil Procedure, before whom this
7 sworn testimony was taken, do hereby state on the
8 record:

9 That due to the interaction in the spontaneous
10 discourse of this proceeding, dashes (--) have been
11 used to indicate pauses, changes in thought, and/or
12 talkovers; that same is the proper method for a
13 court reporter's transcription of proceeding; that
14 the dashes (--) do not indicate that words or
15 phrases have been left out of this transcript; and
16 that any words and/or names which could not be
17 verified through reference material have been
18 denoted with the phrase "(phonetic)."

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Pamela M. MacDowell, CCR

1 C E R T I F I C A T E

2 This certification is valid only for a
3 transcript accompanied by my original signature and
4 original required seal on this page.

5
6 I, Pamela M. MacDowell, Certified Court
7 Reporter, in and for the State of Louisiana, as the
8 officer before whom this testimony was taken, do
9 hereby certify that ARTHUR L. SCHWERTZ, MAI, after
10 having been duly sworn by me upon authority of R.S.
11 37:2554, did testify as hereinbefore set forth in
12 the foregoing 154 pages; that this testimony was
13 reported by me in the Stenomask reporting method,
14 was prepared and transcribed by me or under my
15 personal supervision, and is true and correct to the
16 best of my ability and understanding; that the
17 transcript has been prepared in compliance with
18 transcript format guidelines required by statute or
19 by rules of the board, that I have acted in
20 compliance with the prohibition on contractual
21 relationships, as defined by Louisiana Code of Civil
22 Procedure Article 1434 and in rules and advisory
23 opinions of the board; that I am not related to
24 counsel or to the parties herein, nor am I otherwise
25 interested in the outcome of this matter.

1 IN WITNESS WHEREOF, I have affixed my
2 official signature this 24th day of October 2022, at
3 New Orleans, Orleans Parish, Louisiana.

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7 Pamela M. MacDowell
8 Certified Court Reporter
9 Louisiana Certification No. 20077
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August 10, 2022

Mr. J. Davis Powell
DAVIDSON SUMMERS, APLC
330 Marshall Street, Suite 1114
Shreveport, LA 71101

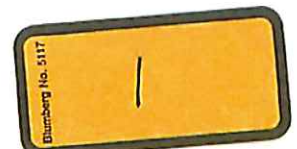
Via Email

**RE: Consulting Report on behalf of Mrs. Barbara Lollar in the matter of
Magnolia Island Plantation, LLC, et al. v. Lucky Family, LLC, et al.**

Dear Mr. Powell:

In accordance with your request and on behalf of your client, Mrs. Barbara Lollar, I have reviewed the following documents regarding the procedures followed in obtaining a third or "referee" appraisal in conjunction with a Sheriff's Sale:

1. 2019.051 First Amended & Restated Complaint to Annul Sheriff's Sale and For Other Relief
2. Second Amended & Restated Complaint to Annul Sheriff's Sale and For Other Relief
3. 2019.051-1 Exhibit A (Promissory Note)
4. 2019.051-2 Exhibit B (Credit Sale Deed)
5. 2019.051-3 Exhibit C (Exchange Deed)
6. 2019.051-4 Exhibit D (Judgement)
7. 2019.051-5 Exhibit D-2 (Notice of Judgement)
8. 2019.051-6 Exhibit D-3 (Writ Denial)
9. 2019.051-7 Exhibit E (2017 Lis Pendens)
10. 2019.051-8 Exhibit F (2018 Lis Pendens)
11. 2019.051-9 Exhibit G (Order on Ex Parte Motion)
12. 2019.051-10 Exhibit H (Notice of Seizure)
13. 2019.051-11 Exhibit I (Garland Appraisement Sheet)
14. 2019.051-12 - Exhibit J (Dean Appraisement Sheet)
15. 2019.051-13 Exhibit K (Shelton Letter)
16. 2019.051-14 Exhibit L (Lacour Appraisal)
17. 2019.051-15 Exhibit M (Sheriff's Process Verbal Sale)
18. Transcript of Deposition of Patrick Lacour
19. Transcript of Deposition of Jean Horne (Sheriff's Office)



After reviewing the aforementioned documents, there are several items that, as an appraiser who has been appointed to perform appraisals for various Sheriff's Departments in the State of Louisiana, would be considered disconcerting.

First, in my experience, the third appraiser has always been engaged directly by the Sheriff's office to maintain being an independent and impartial party to the litigation. In the captioned litigation, based upon my review of the documentation provided, the third appraiser was initially contacted by Mr. Shelton through what appears to be a very one-sided document ("Shelton Letter"). Further, Mr. Shelton remained his contact throughout.

Second, the Sheriff's Office appears to have made no attempt to seek out names of appraisers from the opposing counsel. This lack of equality would raise "red flags" with the propriety of the assignment.

Third, while it is not uncommon for parties in litigation to try and present their side of a case to an appraiser in a favorable light, the appraiser should insist that both sides are given equal opportunity to present their "case". It is incumbent upon an appraiser to seek out all pertinent information regarding the subject of the appraisal through the Sheriff's office or other public sources. Further, to maintain independence it is considered the standard of conduct to request all parties to send their documents through the Sheriff's office.

Finally, Lacour testified that he complied with the Statement on Standards for Valuation Services ("SSVS") in completing a *Calculation Engagement*. The SSVS states that

"14. The AICPA Code of Professional Conduct requires objectivity in the performance of all professional services, including valuation engagements. Objectivity is a state of mind. The principle of objectivity imposes the obligation to be impartial, intellectually honest, disinterested, and free from conflicts of interest. If necessary, where 10 Statement on Standards for Valuation Services No. 1 a potential conflict of interest may exist, a valuation analyst should make the disclosures and obtain consent as required under Interpretation No. 102-2, "Conflicts of Interest," under Rule 102, Integrity and Objectivity (AICPA, Professional Standards, vol. 2, ET sec. 102.03)."

AND

b. Calculation engagement—A valuation analyst performs a calculation engagement when (1) the valuation analyst and the client agree on the valuation approaches and methods the valuation analyst will use and the extent of procedures the valuation analyst will perform in the process of calculating the value of a subject interest_(these procedures will be more limited than those of a valuation engagement) and (2) the valuation analyst calculates the value in compliance with the agreement. The valuation analyst expresses the results of these procedures as a calculated value. The calculated value is expressed as a range or as a single amount. A calculation engagement does not include all of the procedures required for a valuation engagement (paragraph 46).

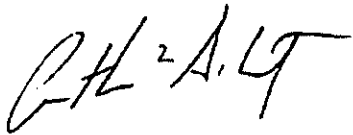
Based upon the foregoing, it appears that Mr. Lacour violated both of these tenets of the SSVS. For objectivity, Mr. Lacour does not appear to have considered any information other than that which was

provided by Mr. Shelton. In addition, the Calculation Engagement requires that the valuation analyst (Lacour) and the client (Sheriff's Office) agree on the valuation approaches and the methods the valuation analyst will use. It does not seem likely that any agreement was reached on the valuation approaches was reached as the Sheriff's office apparently had no contact with Mr. Lacour until after the valuation had been delivered.

Please note that my compensation in this matter is an hourly rate of \$450/hour plus actual travel expenses if any.

Respectfully submitted,
Valbridge Property Advisors

Sincerely,

A handwritten signature in black ink, appearing to read "AL Schwertz".

Arthur L. Schwertz, MAI
Senior Managing Director
Louisiana Certified General
Real Estate Appraiser #G0932

Qualifications of Arthur L. Schwartz, MAI
Senior Managing Director
Valbridge Property Advisors | South Louisiana



Independent Valuations for a Variable World

State Certifications

Certified General in:

Louisiana
Mississippi
Alabama
Texas
Virginia
California
Arizona
Kentucky
Tennessee
North Carolina
Maryland
Florida

Membership/Affiliations

Member: Appraisal Institute – MAI Designation
Louisiana Chapter President, 2017
Member: Celebration Church Administrative Team (Corporate Secretary)

Appraisal Institute & Related Courses

Continuing education courses taken through the Appraisal Institute and other real estate organizations

Publications, Seminars Presented, etc.

"Valuation of Municipal Systems and the Property Rights Involved", AI Connect 2021 (Appraisal Institute's National Meeting), Orlando, Florida 2021

"Contract or Effective Rent: Finding the Real Rent", Appraisal Institute, Austin, Texas, 2019.

"Contract or Effective Rent: Finding the Real Rent", Appraisal Institute, Baton Rouge, Louisiana, 2016.

"Appraising Commercial and Complex Properties in an Historic Area", Webinar for the Appraisal Institute, 2015

"The Unique Appraisal: Case Studies in Appraising Special Purpose Properties", AI Connect 2014 (Appraisal Institute's National Meeting), Austin, Texas, 2014

Schwartz, Arthur L. 2014. "History Lesson", *Valuation Magazine* 2nd Quarter, 2014, 12 – 13.

Huso, Deborah R. 2013. "On the Waterfront", *Valuation Magazine* 2nd Quarter, 2013, 22 – 27 (Contributor)

Experience

Senior Managing Director
Valbridge Property Advisors | South Louisiana (2013-Present)

Vice-President
Argote, Derbes, Graham, Shuffield & Tatje, Inc. (1992-2013)

Appraisal/valuation and consulting assignments include (but not limited to): Single-family, condominium, apartments, vacant land, funeral homes, amphitheaters, live performance theaters, office buildings, hospitals, nursing homes, specialized healthcare, hotels/motels, service stations, retail, industrial plants, warehouses, fractional interest valuations, contaminated properties, special purpose properties (port facilities, nuclear reactor simulator facility, shipyards, etc.), senior residential and healthcare facilities, feasibility studies, market studies, condemnation, construction defects, litigation support, mediations, and review appraisals.

Mr. Schwartz has provided valuation services in a wide variety of complex civil litigation including real estate, land use cases, condemnation, estate matters, property taxation, construction defect, and bankruptcy/creditors matters.

Qualified as an expert witness in Jefferson, Orleans, St. Tammany, and Terrebonne Parishes, Dallas County, Texas, United States Court of Federal Claims, United States Court for the Eastern District of Louisiana and the United States Bankruptcy Court for the Middle District of Louisiana. Also qualified as an expert witness at the Louisiana Tax Commission and the Indiana Board of Tax Review.

Education

Bachelor of Arts
History
Louisiana State University

Contact Details

504-541-5101 (p)
504-541-5107 (f)
aschwartz@valbridge.com (e)

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Louisiana
2030 Dickory Avenue
Suite 200
New Orleans, LA 70123

www.valbridge.com/south-louisiana

QUALIFICATIONS OF THE APPRAISER (Continued)

ARTHUR L. SCHWERTZ, MAI

Designations, Associations and Professional Awards

- Louisiana Certified General Real Estate Appraiser; License No. G-0932
- Mississippi Certified General Real Estate Appraiser; License No. GA-633
- Alabama Certified General Real Estate Appraiser; License No. G00937
- Texas Certified General Real Estate Appraiser, License No. TX-1337393-G
- California Certified General Real Estate Appraiser, License No. 3005682
- Virginia Certified General Real Estate Appraiser, License No. 400101572
- Arizona Certified General Real Estate Appraiser, License No. 1003038
- North Carolina Certified General Real Estate Appraiser, License No. A8506
- Tennessee Certified General Real Estate Appraiser, License No. 5810
- Kentucky Certified General Real Estate Appraiser, License No. 5470
- Maryland Certified General Real Estate Appraiser, License No. 34070
- Florida Certified General Real Estate Appraiser, License No. R74249
- Member of the Appraisal Institute, MAI Certificate No. 12678
- Instructor of the Appraisal Institute
- Secretary, Louisiana Chapter of the Appraisal Institute, 2014
- Treasurer, Louisiana Chapter of the Appraisal Institute, 2015
- Vice-President, Louisiana Chapter of the Appraisal Institute, 2016
- President, Louisiana Chapter of the Appraisal Institute, 2017

Civic Organizations

- | | |
|----------------|--|
| 1982 | Eagle Scout, Boy Scouts of America |
| 1983 | Vigil Honor Member, Order of the Arrow, Boy Scouts of America |
| 1999 – 2001 | Board of Directors, Berean Bible Church, New Orleans, Louisiana |
| 2000 – 2001 | Treasurer, Berean Bible Church, New Orleans, Louisiana |
| 2008 – 2010 | School Board Chairman, Crescent City Christian School, Metairie, Louisiana |
| 2008 – Present | Board of Directors, Celebration Church, Metairie, Louisiana |
| 2010 – Present | Corporate Secretary, Celebration Church, Metairie, Louisiana |

Expert Witness Experience

- Expert Witness, United States Court of Federal Claims
- Expert Witness, United States Bankruptcy Court, Middle and Eastern Districts of Louisiana
- Expert Witness, United States Federal Court, Eastern District of Louisiana
- Expert Witness, Civil District Court for the Parish of Orleans, State of Louisiana.
- Expert Witness, State Civil District Court, Dallas County, State of Texas.
- Expert Witness, Louisiana Tax Commission
- Expert Witness, Circuit Court for the City of Norfolk, Virginia
- Expert Witness, 9th JDC, 23rd JDC and 32nd JDC, State of Louisiana
- Expert Witness, Indiana Board of Tax Review, State of Indiana
- Expert Witness, Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida

QUALIFICATIONS OF THE APPRAISER (Continued)

ARTHUR L. SCHWERTZ, MAI

Court Testimony

- 2022 Reinie A. Benoit v. Fredrick J. Benoit, II, Case No. 19-DR-1569, Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida (Testimony)
- 2020 Low Land Investors, LLC, Low Land Construction Co., Inc. v. New Generation Shipbuilding, LLC, Case No. 180743, 32nd Judicial District for Terrebonne Parish, State of Louisiana (Deposition/Testimony)
- 2020 GIV Green Tree Mall Investor, LLC v. Clark County Assessor, Petition Nos. 10-011-17-1-4-02088-17, 10-011-18-1-4-00149-20 and 10-011-19-1-4-00150-20, Indiana Board of Tax Review, State of Indiana (Testimony)
- 2020 Cella III, LLC v. Jefferson Parish Hospital District No. 2, Civil Action No. EDLA 19-11528, Bankruptcy No. 19-01145, United States District Court for the Eastern District of Louisiana (Deposition/Testimony)
- 2020 Elizabeth Sewell, et al v. Sewerage & Water Board of New Orleans, Docket No. 15-4501, Division D-12, Civil District Court, Parish of Orleans, State of Louisiana (Deposition)
- 2019 Virginia Natural Gas, Inc. v. Colonna's Ship Yard, Incorporated, Case No. CL18-2169, Circuit Court for the City of Norfolk, State of Virginia (Deposition)
- 2018 Jeannette C. Liebman, Wife of/and Paul E. Ramoni, Jr. v. The United States, Docket No. 14-1165, United States Court of Federal Claims (Testimony)
- 2016 Appeal of Filmore Parc Apartments v. Orleans Parish Board of Review, Docket Nos. 16-22173-001 and 16-22173-002, Louisiana Tax Commission, State of Louisiana. (Testimony)
- 2016 Appeal of Fulton Development (Harrah's Hotel) v. Orleans Parish Board of Review, Docket No. 16-22171-002, Louisiana Tax Commission, State of Louisiana (Testimony)
- 2016 Jeannette C. Liebman and Paul E. Ramoni, Jr. v. United States of America, Case No. 14-1165 L, United States Court of Federal Claims (Deposition)
- 2016 State of Louisiana, Department of Transportation & Development v. Northport Properties Partnership, Et Al, Docket No. 233,894, 9th Judicial District, Parish of Rapides, State of Louisiana (Deposition)
- 2015 Appeal of Filmore Parc Apartments v. Orleans Parish Board of Review, Docket Nos. 15-22173-018 and 15-22173-019, Louisiana Tax Commission, State of Louisiana. (Testimony)
- 2015 Doretha Z. Walker et al vs. AMID/Metro Partnership, LLC and City of New Orleans, Docket No. 07-14794, Division II-14, Civil District Court for the Parish of Orleans, State of Louisiana. (Testimony)
- 2015 Sandra Oubre Sotile, Et Al vs Dooley Oubre, Et Al, Docket No. 110,622, 23rd Judicial District Court, Ascension Parish, Louisiana (Deposition)
- 2015 Feng Jin Teng and his wife Aijin Chen vs. Peggy Hatch, Secretary of LDEQ, in Her Capacity as Administrator of the Louisiana Motor Fuels Underground Storage Tank Trust Fund, Docket No. 251,016, 9th Judicial District Court, Rapides Parish, Louisiana (Mediation)

QUALIFICATIONS OF THE APPRAISER (Continued)

ARTHUR L. SCHWERTZ, MAI

Court Testimony (Continued)

- 2014 North Shore Lodging, LLC vs Commonwealth Land Title Insurance Company, Case No. 2:2013cv06070, United States Court for the Eastern District of Louisiana (Deposition)
- 2014 Appeal of Filmore Parc Apartments v. Orleans Parish Board of Review, Docket Nos. 14-22173-003 and 14-22173-004, Louisiana Tax Commission, State of Louisiana. (Testimony)
- 2014 State Bank of Texas vs. Granbury Hospitality Inc., et al, Cause No. DC-12-06398, 44th State Civil District Court, Dallas County, State of Texas. (Testimony)
- 2013 Bruce L. Feingerts v Succession of Doris Feingerts, et al, Adversary Proceeding No. 2011-9918, Civil District Court for the Parish of Orleans, State of Louisiana. (Testimony)
- 2012 Consolidated Cases of Percy J. Marchand versus Entergy New Orleans, Inc., Docket No. 2009-12695 AND Omar Duncan, Et Al, vs. Entergy New Orleans, Inc., Docket No. 2010-0714 AND Leroy Anthony Vignaud versus Entergy New Orleans, Inc. Docket No. 2010-5566, Division "C" of the Civil District Court for the Parish of Orleans, State of Louisiana. (Deposition)
- 2011 Pleasant View Development, LLC v Charles Anthony Bonaventure, Gina Bonaventure Porciao, Charles R. St. Romain, and Patin Engineers and Surveyors, Inc., Adversary Proceeding No. 10-1024, United States Bankruptcy Court, Middle District of Louisiana (Testimony)
- 2011 1522 R.E. Lee Blvd., LLC v. Bank of New Orleans, Civil District Court for the Parish of Orleans, State of Louisiana (Deposition)

Partial List of Appraisal Assignments Completed

Healthcare

Bellefonte Hospital, Ashland, KY
 O'Connor Hospital, San Jose, CA
 St. Louise Regional Medical Center, Gilroy, CA
 St. Vincent Medical Center, Los Angeles, CA
 Riverside Hospital, Yorktown, VA
 Proposed Prosser Memorial Hospital, Prosser, WA
 Savoy Medical Center, Mamou, LA
 Methodist Hospital, New Orleans, LA
 New Orleans East Hospital, New Orleans, LA
 Lakeland Hospital, New Orleans, LA
 Shriner's Hospital, Shreveport, LA
 Fairway Surgical Hospital, Covington, LA
 Southpark Hospital, Lafayette, LA
 St. James Parish Hospital, St. James, LA
 Green Clinic and Surgery Center, Ruston, LA
 Numerous Residential Treatment Facilities Throughout the Nation
 Numerous Nursing Homes throughout Louisiana
 Lambeth House Assisted Living, New Orleans, LA
 Rosewood Assisted Living Facility, Charlottesville, VA
 Good Samaritan Society Facilities in DeLand, Daytona Beach, and Kissimmee, Florida

Water and Wastewater Systems

Forest Oaks Water System, Streetman, TX

UIC 13, LLC, Houston Metroplex, TX
 Resolve Water, Slidell, LA
 Coast Water, Slidell, LA
 H2O Water and Wastewater, St. Tammany Parish, LA
 Mo-Dad Utilities, Tangipahoa, Livingston, West Baton Rouge, East Baton Rouge and West Feliciana Parishes, LA
 Scientific System, Jacksonville, NC
 Center Ridge System, Murray, KY
 Blue Creek Utilities, Jacksonville, NC
 Delaplain Utilities, Georgetown, KY
 River Bluff Wastewater System, River Bluff, KY

QUALIFICATIONS OF THE APPRAISER (Continued)

ARTHUR L. SCHWERTZ, MAI

Partial List of Appraisal Assignments Completed (Continued)

Office Buildings

Xerox Centre, Kenner, LA
Park Tower, Lafayette, LA
Former Stewart Enterprises Building, Metairie, LA
First NBC Building, New Orleans, LA
Executive Plaza, New Orleans, LA
Chase Tower, Houma, LA
Maison Blanche Building, New Orleans, LA
Yenni Office Building, Harahan, LA
Dominion Tower, New Orleans, LA
Elmwood Tower, Harahan, LA
Freeport-McMoran Building, New Orleans, LA
Entergy Building, New Orleans, LA
1250 Poydras Building, New Orleans, LA

Major Retail

Clearview Regional Mall (±700,000 square feet), Metairie, LA
Northshore Square Mall (±621,192 square feet), Slidell, LA
The Shoppes at Tremaux (±600,000 square feet), Slidell, LA
Slidell Factory Outlet Mall, Slidell, LA
Southland Mall (±600,000 square feet), Houma, LA
The Plaza (±1,200,000 square feet), New Orleans, LA
Belle Promenade (±750,000 square feet), Marrero, LA
Jax Brewery, New Orleans, LA
River Marketplace Shopping Center, Lafayette, LA
Natchez Mall (±268,857 square feet), Natchez, MS
Bradley Square Mall (568,508 square feet), Cleveland, IN

Industrial

Colonna's Shipyard, Norfolk, VA
Signal International Shipyard, Orange, TX
Signal International Shipyard, Mobile, AL
Signal International Shipyard, Port Arthur, TX
Signal International Shipyard, Pascagoula, MS
Bender Shipyard, Mobile, AL
Plastic Infusion Plant, Hammond, LA
UBT Coal Transfer Facility, Davant, LA
Trinity Yachts, Gulfport, MS
Trinity Yachts, New Orleans, LA
Coca-Cola Facility, Thibodaux, LA
LaShip Shipyard, Houma, LA
Dow Chemical Plant, Norco, LA
Port of St. Bernard, St. Bernard, LA

Owensboro Riverport, Owensboro, KY
Toulouse Street Wharf, Port of New Orleans, LA
Mississippi River Dock, Venice, LA
Port of Iberia, New Iberia, LA
Kaiser Site, Port of Greater Baton Rouge, LA
Proposed Port of Cameron, Cameron, LA
Union Tank Car Plant, Alexandria, LA
Alabama Shipyard, Mobile, Alabama

Contaminated Properties

Quality Shipyard, Houma, LA
Trinity Yachts, Gulfport, MS
Signal International Shipyard, Pascagoula, MS
Port of Slidell (adjacent to Bayou Bonfleur Superfund Site), Slidell, LA
20 MacArthur Drive, Alexandria, LA
Signal International Shipyard, Orange, TX
Gentilly Landfill, New Orleans, LA
Agriculture Street Landfill Site, New Orleans, LA

Schools

Clifton L. Ganus Academy, New Orleans, LA
Mt. Carmel Academy, New Orleans, LA
Israel Augustine School, New Orleans, LA
Millerville Academy, Baton Rouge, LA
Louise S. McGhee School, New Orleans, LA
Stuart Hall Academy, New Orleans, LA
Believer's Life Academy, Marrero, LA
D'Arbonne Woods Charter School, Farmerville, LA

QUALIFICATIONS OF THE APPRAISER (Continued)

ARTHUR L. SCHWERTZ, MAI

Partial List of Appraisal Assignments Completed (Continued)

Hotels

Super 7 Motel, Lafayette, LA
Harrah's Hotel, New Orleans, LA
Candlewoods Suites Hotel, Houma, LA
Candlewoods Suites Hotel, Lafayette, LA
Hyatt House Hotel, Columbus, MS
Hampton Inn, Harahan, LA
Hampton Inn, Metairie, LA
Hampton Inn Convention Center, New Orleans, LA
Hampton Inn Uptown, New Orleans, LA
Hampton Inn, Mobile, AL
Courtyard by Marriott, Metairie, LA, Baton Rouge.
Residence Inn, Metairie, LA
Quality Inn, Opelousas, LA
LaQuinta, Slidell, LA
Historic French Market Inn, New Orleans, LA
Wyndham Hotel, Metairie, LA
Holiday Inn Superdome, New Orleans, LA
Hilton Garden Inn, Kenner, LA
Hilton Garden Inn, Baton Rouge, LA
Homewood Suites, Gretna, LA
Homewood Suites, Lake Charles, LA
Holiday Inn Express, Cut Off, LA

Multi-Family

Shadowlake Apartments, Harvey, LA
Citrus Creek Apartments, Harahan, LA
Palmetto Creek Apartments, Harahan, LA
The Reserve at Acadiana, Lafayette, LA
Gravier Place Apartments, New Orleans, LA
The Saulet Apartments, New Orleans, LA
Town Oaks Apartments, Shreveport, LA
University Edge Apartments, Hattiesburg, MS
Legacy Condominiums Phase I, Gulfport, MS
Legacy Condominiums Phase II, Gulfport, MS
South Beach Condominiums, Biloxi, MS
609 Jackson Avenue, New Orleans, LA
Cypress Run Apartments, New Orleans, LA

Special Purpose Properties

Nuclear Reactor Simulator Facility, St. Francisville, LA
Statewide Economic Obsolescence Study for Hibernia Bank, State of Louisiana

Mitigation Bank, St. James Parish, LA
Mitigation Bank, Livingston Parish, LA
Mitigation Bank, East Baton Rouge Parish, LA
Elmer's Island, Jefferson Parish, LA
Former Wabash Bridge Piers, Pittsburgh, PA

Entertainment/Leisure

Dixie Landing Amusement Park, Baton Rouge, LA
Blue Bayou Water Park, Baton Rouge, LA
Proposed Aqualand Water Park, Dayton, TX
Saenger Theatre, New Orleans, LA
Orpheum Theatre, New Orleans, LA
Vina Robles Amphitheatre, Paso Robles, CA
House of Blues, New Orleans, LA
The Oaks Golf Course, Pass Christian, MS
Money Hill Golf Course, Abita Springs, LA
Pelican Pointe Golf Course, Gonzales, LA
Colonial Country Club, Harahan, LA
O'Neal Theatres, Louisiana/Mississippi
Antoine's Restaurant, New Orleans, LA
AMC Theatres, Metairie/Hammond/Iouma, LA
Southern Belle Casino, St. Francisville, LA
Bayou Marina, Casino and Hotel, Chalmette, LA
Lucky Deuces Casino, Greensburg, LA
Lafitte Harbor Marina, Lafitte, LA
Vinot Marins, New Orleans, LA
River Highlands Marina, Ascension Parish, LA
Kemper Marina, Gulfport, MS
C and M Marina, Lafitte, LA
Cypress Cove Marina, Venice, LA
Pelican Pointe Marina, New Orleans, LA
Starlight Movie Studios, New Orleans, LA
ORMAQ Movie Studios, Jackson, LA
Proposed Legacy Arena, Phoenix, AZ

QUALIFICATIONS OF THE APPRAISER (Continued)

ARTHUR L. SCHWERTZ, MAI

Partial List of Appraisal Assignments Completed (Continued)

Subdivisions

Ashton Plantation, Luling, LA

Acadiana Subdivision, Marrero, LA

Acadian Villas, Marrero, LA

The Arbors at English Turn, New Orleans, LA

Plantation Acres, Thibodaux, LA

Woodstone Subdivision, Mandeville, LA

Southlake Villages, Kenner, LA

Village Green Subdivision, Harvey, LA

Oak Island Subdivision, New Orleans, LA